

# **EXHIBIT 3**

attempted BML MT

WHEREAS, Melvin Thomas was convicted of murder in the case of *State of Maryland v. Melvin Thomas*, Case Nos. 101141007-'010, Circuit Court for Baltimore City (hereinafter referred to as "the Case") on December 6, 2001, and based on those convictions, he was incarcerated from December 6, 2001 to December 15, 2020; and

WHEREAS, on December 15, 2020, the State's Attorney for Baltimore City entered a *nolle prosequi* of all charges against Melvin Thomas in the Case; and

WHEREAS, on January 20, 2021, the State's Attorney for Baltimore City certified that Melvin Thomas's conviction was in error under § 8-301 of the Criminal Procedure Article of the Maryland Code; and

WHEREAS, the Board of Public Works of Maryland ("the Board"), acting pursuant to its authority under § 10-501 of the State Finance and Procurement Article of the Maryland Code, has approved a grant of compensation to Melvin Thomas in the amount of \$1,625,427 which shall be paid in installments as determined by the Board;

NOW, THEREFORE, in consideration of the Board's approval and payment of the grant of \$1,625,427 to Melvin Thomas on the terms set forth in the preceding paragraphs, Melvin Thomas hereby AGREES and ACKNOWLEDGES as follows:

1. Melvin Thomas unconditionally and irrevocably releases any and all demands, claims, or causes of action in tort, contract, or otherwise arising under State or federal common law or statute against the State of Maryland, its agencies and its units, and all State personnel as defined in § 12-101 of the State Government Article

of the Annotated Code of Maryland, in their official and individual capacities, as well as any witness, any defense attorney, any judge, any juror, and any other person, except as provided in paragraph 2 herein, arising from or relating to the arrest, prosecution, conviction, or pre-sentence or post-sentence confinement of Melvin Thomas. Without limiting the application of this Release to include all claims and causes of action against the State and its units and State personnel, Melvin Thomas specifically releases the Board, and its members in their individual and official capacities, the Department of Public Safety and Correctional Services, the Department of State Police, the State's Attorney for Baltimore City, the Office of the Public Defender, and their respective officers, agents, employees, attorneys, and assigns, in their official and individual capacities, for any demands, claims, or causes of action associated with or arising from the Case and Melvin Thomas's arrest, prosecution, conviction and incarceration (hereinafter referred to as "the Occurrence"). This Release specifically includes, but is expressly not limited to, any and all demands, claims, or causes of action for alleged violation of Melvin Thomas's federal or state constitutional or civil rights, and any and all claims for malicious or wrongful prosecution, conviction or incarceration, or false imprisonment. The individuals and government entities released herein shall collectively be referred to as "the Releasees."

2. Nothing in this Release, however, may be construed to have any effect on or application to any claims asserted by or on behalf of Melvin Thomas against Baltimore City, the Mayor and City Council of Baltimore City, Baltimore City Police

Department, and law enforcement officers employed by Baltimore City or the Baltimore City Police Department.

3. Melvin Thomas further agrees that if, after receiving payment granted under this Release, he then receives payment of any verdict, judgment or award entered in his favor against any individual or governmental entity arising from the Occurrence, he shall reimburse the State of Maryland for the sum of money paid under this Release. In no event shall the reimbursement exceed the amount Mr. Thomas receives from any verdict, judgment or award (after deducting attorney's fees and expenses).

4. Melvin Thomas further agrees that if, after receiving payment granted under this Release, he then enters into a settlement agreement with any individual or governmental entity arising from the Occurrence for a sum greater than or equal to \$15 Million, he shall reimburse the State of Maryland for the sum of money paid under this Release, up to and including the amount received in the settlement agreement.

5. Melvin Thomas further agrees and understands that:

a. The Board's agreement to pay and payment of compensation are not and shall not be construed as an admission of liability or fault by any person, party, or entity;

b. The Board's grant of compensation shall be paid to Melvin Thomas alone and not to any other person; and

c. No portion of the Board's grant of compensation shall be paid to any person for services rendered in connection with the collection

of the grant, and if any such payment is made, Melvin Thomas agrees that such payment(s) shall be forfeited to the State of Maryland.

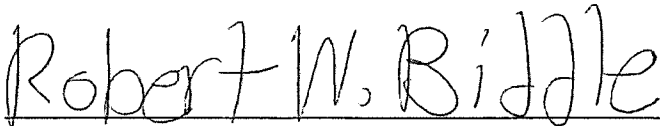
6. Melvin Thomas further agrees that in the event any provision of this Release shall be deemed for any reason to be unenforceable, illegal or otherwise invalid, then that provision alone shall be struck and the remaining provisions shall survive and shall be enforceable in accordance with their terms

7. Melvin Thomas further states that he has read all of the foregoing; he understands its content and meaning; he agrees to be bound by and comply with the terms and conditions set forth above; he acknowledges that he is acting of his own free will and has voluntarily signed this Release; he is relying on no promises or inducements other than those contained in this Release; he has had a sufficient opportunity to read and review the terms of this Release; and he has received the advice of counsel with respect to this Release.

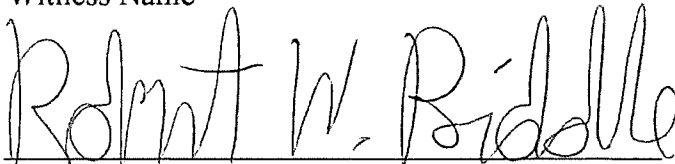
EXECUTED this 12<sup>th</sup> day of April, 2021.



Melvin Thomas



Witness Name



Witness Signature

BOARD OF PUBLIC WORKS  
SECRETARY'S  
ACTION AGENDA  
\_\_\_\_\_, 2021



Contact: David Bohannon 410-260-7335  
david.bohannon4@maryland.gov

**xx. BOARD OF PUBLIC WORKS**  
***Compensation to Erroneously Confined Individual***  
***Melvin Thomas.***

***Recommendation:*** That the Board of Public Works grant Mr. Melvin Thomas – an individual erroneously convicted, sentenced, and confined under State Law – compensation that includes an amount for financial and other appropriate counseling.

***Authority:*** § 10-501, State Finance & Procurement Article, Annotated Code of MD.

The Board of Public Works may grant compensation to an individual who:

- Was “erroneously convicted, sentenced, and confined under State law for a crime the individual did not commit”; and
- Who has either a:
  - Full pardon from the Governor; or
  - Certification from the State’s Attorney “that the individual’s conviction was in error under § 8-301 of the Criminal Procedure Article.”

***Amount:*** \$ 1,625,427 Total to be paid over 7 fiscal years (ending July 31, 2026)

- \$ 84,805 to be paid within 30 days of Board approval.
- Second payment of \$84,805 to be made no later than July 31, 2021.
- Third payment to be made no later than May 31, 2022.
- Subsequent annual installments to be paid no later than July 31 of each year in equal amounts.

***Payment Schedule:***

| Payment | Date                                    | Amount     |
|---------|---|------------|
| 1       | Within 30 days of approval of this item | \$ 84,805  |
| 2       | 2021 – July 31                          | \$ 84,805  |
| 3       | 2022 – May 31                           | \$ 242,637 |
| 4       | 2022 – July 31                          | \$ 242,636 |
| 5       | 2023 – July 31                          | \$ 242,636 |
| 6       | 2024 – July 31                          | \$ 242,636 |
| 7       | 2025 – July 31                          | \$ 242,636 |
| 8       | 2026 – July 31                          | \$ 242,636 |

***Fund Source:*** BPW Contingent Fund (Payments 1 and 2) D05E01.02  
BPW Settlements and Judgements (Payments 3 through 8) D05E01.15

***Description:***

***Conviction.*** On December 6, 2001, the Baltimore City Circuit Court convicted Mr. Melvin Thomas of attempted murder and related charges. He was later sentenced to 65 years in prison.

BOARD OF PUBLIC WORKS  
SECRETARY'S  
ACTION AGENDA  
\_\_\_\_\_, 2021



**x. BOARD OF PUBLIC WORKS (cont'd)**

***Compensation to Erroneously Confined Individual  
Melvin Thomas.***

*Confinement.* Mr. Melvin Thomas was confined in Maryland correctional facilities through December 15, 2020, a period of 6,949 days.

*Exoneration.* After reinvestigating the matter, the Conviction Integrity Unit of the Baltimore City State's Attorney determined there was enough evidence of actual innocence to jointly file with Mr. Thomas a petition for a Writ of Actual Innocence.

*Certification That Conviction in Error.* Baltimore City State's Attorney correspondence documents that, in 2020, the Circuit Court, in setting aside the verdict, granted Mr. Thomas a Writ of Actual Innocence pursuant to § 8-301(h) of the Criminal Procedure Article. The State's Attorney then entered a *nolle prosequi* having determined Mr. Thomas is factually innocent of the charges.

*Compensation.* In compensating an individual under § 10-501, the Board may grant "an amount commensurate with the actual damages sustained [and] a reasonable amount for any financial or other appropriate counseling."

- *Actual Damages.* It is recommended that the State compensate Mr. Thomas \$ 1,614,531 as an amount commensurate with his actual damages. This amount was derived applying US Census Bureau, American Community Survey, 5-year estimate of the Maryland Median Household Income (in 2019 dollars), 2015-2019 of \$ 84,805 per year of Mr. Thomas' confinement.
- *Counseling.* It is recommended additionally that the State provide Mr. Thomas \$ 10,616, for mental health and financial counseling.

*Release.* Mr. Thomas shall sign a release form prior to payment.

**BOARD OF PUBLIC WORKS**

**THIS ITEM WAS:**

**APPROVED**

**DISAPPROVED**

**DEFERRED**

**WITHDRAWN**

**WITH DISCUSSION**

**WITHOUT DISCUSSION**

attempted BML MT

WHEREAS, Melvin Thomas was convicted of murder in the case of *State of Maryland v. Melvin Thomas*, Case Nos. 101141007-'010, Circuit Court for Baltimore City (hereinafter referred to as "the Case") on December 6, 2001, and based on those convictions, he was incarcerated from December 6, 2001 to December 15, 2020; and

WHEREAS, on December 15, 2020, the State's Attorney for Baltimore City entered a *nolle prosequi* of all charges against Melvin Thomas in the Case; and

WHEREAS, on January 20, 2021, the State's Attorney for Baltimore City certified that Melvin Thomas's conviction was in error under § 8-301 of the Criminal Procedure Article of the Maryland Code; and

WHEREAS, the Board of Public Works of Maryland ("the Board"), acting pursuant to its authority under § 10-501 of the State Finance and Procurement Article of the Maryland Code, has approved a grant of compensation to Melvin Thomas in the amount of \$1,625,427 which shall be paid in installments as determined by the Board;

NOW, THEREFORE, in consideration of the Board's approval and payment of the grant of \$1,625,427 to Melvin Thomas on the terms set forth in the preceding paragraphs, Melvin Thomas hereby AGREES and ACKNOWLEDGES as follows:

1. Melvin Thomas unconditionally and irrevocably releases any and all demands, claims, or causes of action in tort, contract, or otherwise arising under State or federal common law or statute against the State of Maryland, its agencies and its units, and all State personnel as defined in § 12-101 of the State Government Article



of the Annotated Code of Maryland, in their official and individual capacities, as well as any witness, any defense attorney, any judge, any juror, and any other person, except as provided in paragraph 2 herein, arising from or relating to the arrest, prosecution, conviction, or pre-sentence or post-sentence confinement of Melvin Thomas. Without limiting the application of this Release to include all claims and causes of action against the State and its units and State personnel, Melvin Thomas specifically releases the Board, and its members in their individual and official capacities, the Department of Public Safety and Correctional Services, the Department of State Police, the State's Attorney for Baltimore City, the Office of the Public Defender, and their respective officers, agents, employees, attorneys, and assigns, in their official and individual capacities, for any demands, claims, or causes of action associated with or arising from the Case and Melvin Thomas's arrest, prosecution, conviction and incarceration (hereinafter referred to as "the Occurrence"). This Release specifically includes, but is expressly not limited to, any and all demands, claims, or causes of action for alleged violation of Melvin Thomas's federal or state constitutional or civil rights, and any and all claims for malicious or wrongful prosecution, conviction or incarceration, or false imprisonment. The individuals and government entities released herein shall collectively be referred to as "the Releasees."

2. Nothing in this Release, however, may be construed to have any effect on or application to any claims asserted by or on behalf of Melvin Thomas against Baltimore City, the Mayor and City Council of Baltimore City, Baltimore City Police

Department, and law enforcement officers employed by Baltimore City or the Baltimore City Police Department.

3. Melvin Thomas further agrees that if, after receiving payment granted under this Release, he then receives payment of any verdict, judgment or award entered in his favor against any individual or governmental entity arising from the Occurrence, he shall reimburse the State of Maryland for the sum of money paid under this Release. In no event shall the reimbursement exceed the amount Mr. Thomas receives from any verdict, judgment or award (after deducting attorney's fees and expenses).

4. Melvin Thomas further agrees that if, after receiving payment granted under this Release, he then enters into a settlement agreement with any individual or governmental entity arising from the Occurrence for a sum greater than or equal to \$15 Million, he shall reimburse the State of Maryland for the sum of money paid under this Release, up to and including the amount received in the settlement agreement.

5. Melvin Thomas further agrees and understands that:

a. The Board's agreement to pay and payment of compensation are not and shall not be construed as an admission of liability or fault by any person, party, or entity;

b. The Board's grant of compensation shall be paid to Melvin Thomas alone and not to any other person; and

c. No portion of the Board's grant of compensation shall be paid to any person for services rendered in connection with the collection

of the grant, and if any such payment is made, Melvin Thomas agrees that such payment(s) shall be forfeited to the State of Maryland.

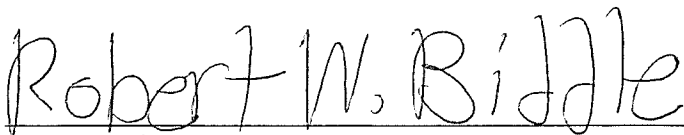
6. Melvin Thomas further agrees that in the event any provision of this Release shall be deemed for any reason to be unenforceable, illegal or otherwise invalid, then that provision alone shall be struck and the remaining provisions shall survive and shall be enforceable in accordance with their terms

7. Melvin Thomas further states that he has read all of the foregoing; he understands its content and meaning; he agrees to be bound by and comply with the terms and conditions set forth above; he acknowledges that he is acting of his own free will and has voluntarily signed this Release; he is relying on no promises or inducements other than those contained in this Release; he has had a sufficient opportunity to read and review the terms of this Release; and he has received the advice of counsel with respect to this Release.

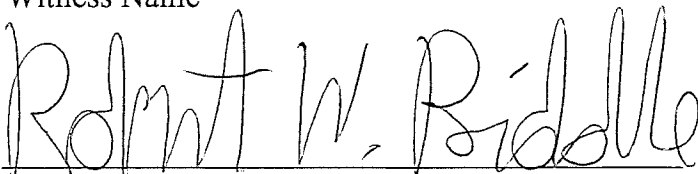
EXECUTED this 12<sup>th</sup> day of April, 2021.



Melvin Thomas



Witness Name



Witness Signature